



The Atchison, Topeka and Santa Fe Railway Company

80 East Jackson Boulevard
Chicago, Illinois 60604
312/786-6000

RECORDATION NO. 5949 - Filed & Recorded

JAN 27 1987 1-30 PM

INTERSTATE COMMERCE COMMISSION

January 22, 1987

No. 7-027A000

Date JAN 27 1987

Fee \$ 10.00

ICC Washington, D. C.

Mr. James H. Bayne
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Re: The Atchison, Topeka and Santa Fe Railway Company,
Equipment Trust, Series D,

Dear Secretary:

Enclosed herewith please find an original, one counterpart and five additional copies of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is the Termination Agreement, dated as of February 15, 1986, relating to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series D, dated as of February 15, 1971, as supplemented.

That Equipment Trust is the primary document to which this agreement is connected and is recorded under Recordation No.

5949

The names and addresses of the parties to this document are:

The Company, as Lessee:

The Atchison, Topeka and Santa Fe Railway Company
80 East Jackson Boulevard
Chicago, IL 60604

The Trustee:

Harris Trust and Savings Bank
111 West Monroe Street
Chicago, IL 60690

ICC OFFICE OF
THE SECRETARY
JAN 27 1 24 PM '87
MOTOR OPERATING UNIT

The equipment covered by Equipment Trust Agreement, Series D, is described on the Bill of Sale attached hereto as Attachment 1.

A check in the amount of \$10 is also enclosed in payment of the Commission's prescribed recordation fee. Please return the original and the four copies not needed by the Commission for recordation to me, which I would like to have returned bearing the recordation information.

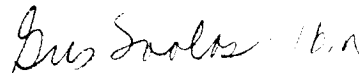
Counterparts

Mr. James H. Bayne
January 22, 1987
Page 2

A short summary of the document to appear in the index is as follows:

The Termination Agreement, dated as of February 15, 1986, to The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series D, dated as of February 15, 1971, as supplemented, terminates The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series D, and provides for, and by appended Bill of Sale effects, the transfer of the title of all of the Trust Equipment under that Equipment Trust from the Trustee to the Company in accordance with the terms thereof.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Gus Svolos".

Gus Svolos
Vice President-Law

JQG/LBM/lgd

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

January 27, 1987

Gus Svolos-Vice President-Law
80 East Jackson Blvd.
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1-27-87 at 1:30PM, and assigned re-recording number(s). 5949-I

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

EQUIPMENT TRUST, SERIES D,
DATED FEBRUARY 15, 1971

Termination and Release

RECORDATION NO

5949-7
JAN 27 1987 1-30

INTERSTATE COMMERCE COMMISSION
This AGREEMENT is made and entered into as of this 15th day of February, 1986, by and between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY (the "Company") and the HARRIS TRUST AND SAVINGS BANK, as Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series D, dated as of February 15, 1971, as supplemented (the "Trust Agreement").

WITNESSETH

WHEREAS, the Company, by the payment for its account on or about February 15, 1986, together with all prior payments made under the Trust Agreement, has made, or caused to be made for its account, all payments due or to become due from the Company under the Trust Agreement and has performed and satisfied all of the covenants, conditions and obligations on its part to be paid, performed and satisfied under the Trust Agreement; and

WHEREAS, the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company under the Trust Agreement, except moneys held by the Trustee for payment of the principal amount of and dividends on Trust Certificates remaining unclaimed;

WHEREAS, pursuant to Section 4.5 of the Trust Agreement, the title to the Trust Equipment under the Trust Agreement passes to and vests in, and has passed to and vested in, the Company upon the Company's full payment, performance and satisfaction as aforesaid and without further transfer or act by the Trustee, the

Company or any other party; provided, however, that the Trustee shall execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear upon the public records the Company's title to all of the Trust Equipment; and

WHEREAS, in order to facilitate the sale or other disposition of the Trust Equipment which has been released by the Trustee pursuant to Section 4.7 of the Trust Agreement, the Trustee will execute for record in public offices, at the expense of the Company, such instrument or instruments in writing as reasonably shall be requested by the Company in order to make clear the Company's title upon the public records to the Trust Equipment so released; and

WHEREAS, all amounts due and all certificates and other instruments required to be paid and submitted by the Company pursuant to Section 4.7 of the Trust Agreement have been so paid and submitted as therein required; and

WHEREAS, the Company hereby makes its Request that the Trustee execute such instrument or instruments as aforesaid, including one or more bills of sale for the Trust Equipment; and the Company and the Trustee also wish to confirm, document and evidence the termination of the Trust Agreement and to release the Trust Equipment from, and to make the Company's title thereto clear upon, the public record.

NOW THEREFORE, the parties hereto do as follows:

1. The Trustee confirms and agrees that the Company has

made or caused to be made, all payments and has performed and satisfied any and all covenants, conditions and obligations on the part of the Company to be paid, performed or satisfied under the Trust Agreement.

2. The Trustee hereby represents and warrants that the Trustee has paid to the Company or for the account of the Company all amounts to be paid by the Trustee to the Company pursuant to the Trust Agreement, except moneys held by the Trustee under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed. The Company hereby acknowledges payment of the amount paid to it or for its account.

3. The Trustee hereby agrees to promptly notify the Company when all moneys held by it under Section 4.5 for payment of the principal amount of, and dividends on, Trust Certificates remaining unclaimed have been fully paid to the holders thereof, and also to notify the Company on or immediately after February 15, 1991 of the amount, if any, of the same still held by the Trustee under that Section 4.5 and to pay the same over to the Company in accordance with the provisions of that Section.

4. The Company and Trustee confirm and agree that the Trust Agreement did terminate as of February 15, 1986 except as to such terms and provisions thereof for which continuation after February 15, 1986 is necessary to give effect thereto.

5. The Trustee by execution and delivery of the attached Bill of Sale, including Schedule A appended thereto, both being hereby requested by the Company, does evidence as of February 15, 1986, the transfer of all title to all of the Trust Equipment

under the Trust Agreement to the Company in accordance with the terms thereof.

5. The Trustee and the Company hereby agree that the security interest filed on the public record with the Interstate Commerce Commission under 49 U.S.C. § 11303 (formerly Section 20c of the Interstate Commerce Act) in favor of the Trustee as Trustee under the Trust Agreement should be released, terminated and fully discharged of record, and that any and all other filings and recordings evidencing or imposing any lien, encumbrance or security interest in favor of the Trustee as aforesaid should be also released, terminated and fully discharged.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed as of the date first above written.

ATTEST


Assistant Secretary

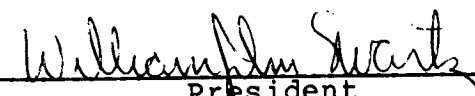
THE HARRIS TRUST AND SAVINGS BANK
as Trustee


Vice President

ATTEST


Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY

By 
President

BILL OF SALE

The HARRIS TRUST AND SAVINGS BANK, an Illinois corporation (herein called the "Trustee"), as the Trustee under The Atchison, Topeka and Santa Fe Railway Company Equipment Trust Agreement, Series D, dated as of February 15, 1971 (the "Trust Agreement") is, as Trustee under the Trust Agreement, the legal owner and holder of all right, title and interest in and to the railroad equipment described on Schedule A hereto ("Trust Equipment"); subject, however, to the provision of the Trust Agreement that all right, title and interest in and to the Equipment shall pass to The Atchison, Topeka and Santa Fe Railway Company (the "Company") upon the Company's payment of payments due by the Company under the Trust Agreement and the Company's performance of all of its covenants and conditions therein contained. As the Company has made all payments and performed all covenants and conditions required in the Trust Agreement, the Trustee, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, does hereby grant, bargain, sell, transfer and set over unto the Company, its successors and assigns, the Trust Equipment as described on Schedule A hereto, AS IS AND WHERE IS.


TO HAVE AND TO HOLD all and singular the above-described units of Trust Equipment to the Company, its successors and assigns for its and their own use and behoof forever.

And the Trustee hereby warrants to the Company, its successors and assigns, that as of the date hereof the Trustee, as Trustee under the Trust Agreement, has legal title to the above-described units of Trust Equipment and that title thereto is free and clear of all liens, claims and encumbrances created by any act, default or omission of Trustee, except only the rights of the Company under the Trust Agreement.

IN WITNESS WHEREOF, the Trustee has caused this instrument to be executed in its name and as Trustee under the Trust Agreement by its officers in its name and as Trustee under the Trust Agreement by its officers thereunto duly authorized and its corporate seal to be hereunto affixed as of this 15th day of February, 1986.

ATTEST

THE HARRIS TRUST AND SAVINGS BANK
as Trustee



Assistant Secretary



Vice President

EQUIPMENT TRUST, SERIES D,
DATED FEBRUARY 15, 1971

SCHEDULE A
to
Bill of Sale
Dated February 15, 1986

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
100	100-ton trough hatch covered hopper cars with roller bearing trucks; ACF Industries, Incorporated, Builder	312200 to 312299	Same
400	50'6" 70-ton non-insulated box cars with roller bearing trucks and shock control underframe; ACF Industries, Incorporated, Builder	47150 to 47549	Same
400	100-ton open top triple cross hopper cars with roller bearing trucks; Greenville Steel Car Company, Builder	81350 to 81749	Same
300	50'6" 70-ton mechanical temperature control refrigerator cars with load dividers, side wall fillers, roller bearing trucks and shock control underframe; Santa Fe Land Improvement Company, Builder	56000 to 56299	Same
230	50' 70-ton insulated box cars, with load dividers, side wall fillers, roller bearing trucks and shock control underframe; Pacific Car and Foundry Company, Builder	522370 to 522374 522375 522376 522377 522378 522379 522380 to 522382 522383* 522384 to 522389 522390 522391 to 522393 522394 522395 to 522398 522399 522400 to 522407 522408	Same 526275 526270 Same 526253 526255 Same Same Same 526222 Same 526229 Same 526247 Same 526279

*Reported as having been renumbered as 526237, pursuant to Supplement No. 3, dated October 1, 1974, but was never changed.

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
	522409		Same
	522410		526233
	522411*		Same
	522412		526257
	522413		526276
	522414 to 522424		Same
	522425		526271
	522426 to 522427		Same
	522428		526245
	522429 to 522431		Same
	522432		526273
	522433 to 522436		Same
	522437*		Same
	522438 to 522442		Same
	522443		526185
	522444 to 522449		Same
	522450		526243
	522451 to 522453		Same
	522454		526241
	522455 to 522459		Same
	522460		526439
	522461 to 522463		Same
	522464		526186
	522465		526283
	522466 to 522469		Same
	522470		526259
	522471		Same
	522472		526288
	522473		526189
	522474 to 522481		Same
	522482		526268
	522483		Same
	522484		526282
	522485 to 522489		Same
	522490		526195
	522491		526246
	522492		Same
	522493		526440
	522494		Same
	522495		526263
	522496 to 522498		Same
	522499		526252
	522500		526225

*Reported as having been renumbered as 526239 and 526240, respectively, pursuant to Supplement No. 3, dated October 1, 1974, but were never changed.

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
	522501 to 522510		Same
	522511		526244
	522512		526264
	522513		Same
	522514		526190
	522515		526272
	522516 to 522526		Same
	522527		526438
	522528		526197
	522529 to 522534		Same
	522535		526254
	522536		526262
	522537		Same
	522538		526192
	522539		526289
	522540		526265
	522541 to 522547		Same
	522548		526267
	522549 to 522554		Same
	522555		526187
	522556		Same
	522557		256287
	522558 to 522561		Same
	522562*		Same
	522563		Same
	522564		526242
	522565 to 522571		Same
	522572		526269
	522573 to 522577		Same
	522578		526223
	522579		526266
	522580 to 522581		Same
	522582		526437
	522583		526249
	522584		526281
	522585		Same
	522586		526193
	522587 to 522589		Same
	522590		526280
	522591		Same
	522592		526194
	522593*		Same
	522594		526221

*Reported as having been renumbered as 526236 and 526238, respectively, pursuant to Supplement No. 3, dated October 1, 1974, but were never changed.

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
		522595	Same
		522596	526235
		522597 to 522598	Same
		522599	526248
250	53'6" 100-ton open top high side gondola cars with roller bearing trucks; Greenville Steel Car Company, Builder	73600 to 73606	Same
		73607	70035
		73608 to 73609	Same
		73610	70060
		73611 to 73613	Same
		73614	70070
		73615 to 73618	Same
		73619	70062
		73620 to 73623	Same
		73624	70036
		73625 to 73642	Same
		73643	70061
		73644 to 73650	Same
		73651	70057
		73652 to 53653	Same
		53654	70037
		73655 to 75657	Same
		73658	70059
		73659 to 73665	Same
		73666	70038
		73667 to 73678	Same
		73679	70064
		73680 to 73688	Same
		73689	70068
		73690	70073
		73691 to 73692	Same
		73693	70039
		73694 to 73698	Same
		73699	70074
		73700 to 73704	Same
		73705	70040
		73706 to 73707	Same
		73708	70078
		73709	70041
		73710	Same
		73711	70071
		73712 to 73715	Same
		73716	70042
		73717	Same
		73718	70065
		73719 to 73720	Same
		73721	70043
		73722 to 73728	Same

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
		73729	70044
		73730 to 73737	Same
		73738	70045
		73739 to 73741	Same
		73742	70066
		73743 to 73759	Same
		73760	70075
		73761	Same
		73762	70079
		73763*	Same
		73764 to 73765	Same
		73766	70047
		73767 to 73769	Same
		73770	70063
		73771 to 73781	Same
		73782	70072
		73783 to 73785	Same
		73786	70077
		73787 to 73796	Same
		73797	70048
		73798	70049
		73799	70050
		73800 to 73802	Same
		73803	70069
		73804	Same
		73805	70067
		73806	Same
		73807	70058
		73808 to 73816	Same
		73817	70051
		73818 to 73828	Same
		73829	70076
		73830 to 73831	Same
		73832	70052
		73833	70053
		73834	70054
		73835	70056
		73836 to 73839	Same
		73840	70055
		73841 to 73849	Same
2	3600 H.P. Model SD45-2 diesel electric locomotives; General Motors Corporation (Electro-Motive Division), Builder	5625 to 5626	Same

*Reported as having been renumbered to 70046, pursuant to Supplement No. 5, dated January 1, 1979, but was never changed.

SCHEDULE A (continued)

<u>Number of Units</u>	<u>Description</u>	<u>Unit Numbers</u>	
		<u>Original</u>	<u>Present</u>
4	100-ton cradle flat cars; Maxson Corporation, Builder	91991 to 91994	Same
7	26,000 Gallon 100-ton Roller Bearing Tank Cars, Trinity Industries, Incorporated Builder	98693 to 98699	Same
10	Enclosed Tri-Level Auto Racks (TL-10); Thrall Car Manufacturing Company, Builder	1870-1879	Same
14	Enclosed Tri-Level Auto Racks (TL-11); Thrall Car Manufacturing Company, Builder	2003-2016	Same
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1,717	TOTAL UNITS		